

# SWC 331 – Ammunition - Specifications

## Section One: General Solicitation Instructions

### **1.1 Purpose**

The State of Tennessee (State) is seeking to establish a statewide contract to establish a source or sources of supply for the acquisition of ammunition for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Substance Abuse Service to provide services to the public (T.C.A. 33-2-401 et seq.). Contract(s) resulting from this Invitation to Bid (ITB) shall be required use by state agencies and permissive use for all Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies. Supplier(s) agree to furnish the specified ammunition to all authorized contract users under the terms and conditions offered in this bid.

The State of Tennessee invites all Suppliers, in association with their manufacturer, to extend their most favorable pricing to the State, its agencies and political subdivisions. The State has determined that bids will be considered from Suppliers of the stated manufacturers who can handle large government purchases, while providing the lowest responsive and responsible price to this ITB.

### **1.2 Key Outcomes**

The State of Tennessee wishes to contract with Suppliers whose bids best meet the key outcomes established in this section. In pursuing this contract the State seeks to accomplish the following:

Establish a comprehensive, cost effective program for the acquisition of ammunition;

Establish source(s) of supply, representing a broad spectrum of ammunition calibers, able to meet state needs for ammunition;

Expand access to the entire lineup of ammunition, including multiple calibers and types.

### **1.3 Scope**

This Invitation to Bid (ITB) covers all Law Enforcement catalog ammunition, specified ammunition types (other than LE), specified Less-Than-Lethal (LTL) and training/marketing ammunition. All suppliers associated with manufacturers of these items are invited and encouraged to submit a bid.

Items covered by this solicitation, and any resulting contract, shall include handgun, rifle, shotgun, and/or grenade launcher ammunition of varying calibers and performance.

Acceptable manufacturers of Lethal ammunition: Sig Sauer, Federal, Speer, Hornady, Remington, or Winchester or equal

Acceptable manufacturers of Less Than Lethal (LTL) ammunition: Defense Technology, Combined Tactical Systems, or equal

Acceptable manufacturers for marking rounds: Simunition, Force-on-Force, or equal

## **Section Two: Specifications**

### **2.1 General Requirements**

#### **2.1.1 Supplier Account Manager**

Each contracted Supplier shall be responsible for identifying a single point of contact who will be the Account Manager for the State contract. This information will be collected on the bid sheet submitted by the bidder. The Account Manager will be responsible for:

Receiving electronic transmittal of ammunition specifications

Coordinating responses to Customers

Assisting Customer with ordering of ammunition as may be necessary

Assisting Customer with contract as may be necessary

Coordinating with the State Contract Manager as may be necessary

Suppliers may wish to provide information for a secondary contact who will act as a backup to the Dealer Account Manager should the Account Manager be unavailable for any reason. Suppliers wishing to provide this information should do so when submitting their bid, and should keep the State Contract Manager updated as to any changes to these contacts.

#### **2.1.2 Federal and State Standards**

It is the intent of the State of Tennessee that all specifications herein are in full and complete compliance with all United States of America and State of Tennessee laws, requirements, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes, but is not limited to, Sporting Arm and Ammunition Manufacturers' Institute (SAMMI) and/or North Atlantic Treaty Organization (NATO), Bureau of Alcohol, Tobacco, and Firearms (BATF), Occupational Safety and Health Administration, and/or Environmental Protection Agency Standards. In addition, any applicable federal or State legislation that should become effective during the term of the Contract, including any renewals, regarding the Commodities and contractual services shall immediately become a part of the Contract. The Supplier must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Supplier must contact the State Contract Manager immediately to rectify.

#### **2.1.4 Warranty**

Available Standard Manufacturer Warranty shall apply to ammunition purchases. The warranty shall not become effective until delivery of the item(s).

#### **2.1.5 Recall Notices**

Manufacturer shall notify the State within 24 hours of any recall due to safety-related defects. Upon notification, Supplier shall work with the Ordering Entity to develop a remediation plan to correct the problem for ammunition affected by the recall purchased under the contract in a timely manner.

### **2.2 Ordering**

The following describes the ordering process that the Ordering Entity will be required to utilize when purchasing ammunition through this contract. Supplier will place all orders received with the Manufacturer(s) within seven (7) calendar days after receipt of the Purchase Order unless the Supplier has the ammunition in their possession. All orders placed with the Manufacturer(s) shall be made in full compliance with the requirements, specifications, terms and conditions.

### **2.2.1 Electronic Transmittal of Purchase Order**

Upon receipt of the proper approvals, the Ordering Entity shall electronically transmit a Purchase Order to the Supplier. Orders for products or services that are included on statewide contracts shall be prepared by agencies on departmental purchase orders and forwarded directly to the Supplier. These purchase orders, when received by the Supplier, shall serve as authorization for shipment of product(s).

Local government agencies or authorized corporations, where applicable, will issue their purchase order releases directly to the vendor/supplier.

### **2.3.4 Documentation Requirements**

The following items should be delivered with each purchase of ammunition:

Manufacturer's Warranty Information

State Supplied Purchase Order